

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

<p><b>David A. Badhwa and Denise A. Badhwa,</b></p> <p><b>Plaintiffs,</b></p> <p><b>v.</b></p> <p><b>Veritec, Inc.,</b></p> <p><b>Defendant,</b></p> <p><b>and</b></p> <p><b>Veritec, Inc.,</b></p> <p><b>Counter-Plaintiff and</b> <b>Third-Party Plaintiff,</b></p> <p><b>v.</b></p> <p><b>David A. Badhwa and Denise A. Badhwa,</b></p> <p><b>Counter-Defendants,</b></p> <p><b>and</b></p> <p><b>JAB Companies, Inc., Aceso Corporation, ADXNET, Inc., ADX Labs L.L.C., A2Z Holdings, Inc., MobileSoft Technology, Inc., Mobile.net LLC, Steven Renner, and Joseph Morris.</b></p> <p><b>Third Party Defendants.</b></p>	<p>Case No: 0:18-cv-2258-PJS-DTS</p> <p><b>STIPULATION TO DISMISS ACESSE THIRD-PARTY DEFENDANTS' COUNTERCLAIMS</b></p>
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Third-Party Plaintiff/Counter-Defendant Veritec, Inc. (“Veritec”) and Third-Party Defendants/Counter-Claimants Acesse Corporation, ADXNET, Inc., ADX Labs, LLC.,

A2Z Holdings, Inc., MobileSoft Technology, Inc., Mobile.net LLC, Steven Renner and Joseph Morris (collectively, “Acesse”) (collectively, the “Parties”), by and through their respective counsel, hereby respectfully submit the following Joint Stipulation to Dismiss Acesse Third-Party Defendants’ Counterclaims.

**WHEREAS**, the Court granted in part and denied in part Veritec’s motion to remand the case to Minnesota State District Court. (Dkt. Nos. 32 & 33). Pursuant to that order, only Acesse’s declaratory judgment counterclaims remain pending in this Court.

**NOW THEREFORE**, the Parties stipulate as follows:

1. Veritec hereby stipulates that Veritec does not own or have any right or interest, directly or indirectly, in the United States Patent Numbers: 5,612,524 (the “’524 Patent”), 7,159,780 (the “’780 Patent”), 7,484,659 (the “’659 Patent”), 7,510,125 (the “’125 Patent”), 7,516,905 (the “’905 Patent”), 7,614,551 (the “’551 Patent”), 8,152,056 (the “’056 Patent”), and 8,152,070 (the “’070 Patent”) (collectively, the “Patents”).
2. Veritec hereby stipulates that it is not aware of any facts that would support a claim that Acesse has infringed the Patents and therefore has no basis to allege that Acesse has infringed any of the Patents.
3. Veritec has licensed, assigned, or otherwise transferred its rights in the Patents. In the event that any person to which Veritec has licensed, assigned, or otherwise transferred its rights in the Patents (“Transferee”) sues Acesse, Veritec shall indemnify and hold harmless Acesse against any and all claims, demands, and causes of action, at law or in equity, brought by any Transferee and from any liability of any kind that exists or has existed relating to the Patents asserted against Acesse by any Transferee.

4. Veritec hereby stipulates that Veritec does not now nor has it ever owned any copyright registration with the Copyright Office for Veritec's source code to either Veritec's blinxPay mobile wallet and payment technology or its blinxPhone firmware or software (collectively "Registered Copyright").
5. Veritec hereby stipulates that it has no basis to allege that Acesse has infringed the Registered Copyright.
6. Veritec on behalf of itself, its officers, its directors, and its heirs and assigns, hereby stipulates, agrees, and covenants not to sue Acesse or any of its officers, directors, heirs, or assigns for infringement of the Patents or infringement of the Registered Copyright.
7. The provisions of this Stipulation shall not apply to any new or updated products the Acesse Third-Party Defendants release into the marketplace in the future which are based upon or utilize secure two-dimensional bar code technology; further, the parties stipulate and agree that if the aPay, aPhone, or aTablet products are modified in the future to utilize secure two-dimensional bar code technology, this Stipulation shall not apply to future claims.
8. The Parties stipulate that this Stipulation shall not be used by any Party to this Stipulation, or any other person, as evidence in the state court proceedings between the Parties.

**ACCORDINGLY**, Parties stipulate and agree that this matter be dismissed, with prejudice, pursuant to Rule 41(a)(1)(A)(ii) and that each side is responsible for its own costs and fees in this federal proceeding. The Parties, therefore, respectfully request that

this Court issue an Order dismissing this matter with prejudice without costs or fees to any Party.

**RESPECTFULLY SUBMITTED,**

**GRAY, PLANT, MOOTY,  
MOOTY & BENNETT, P.A.**

Dated: March 12, 2019

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Dated: March 12, 2019

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